

# Standard Contract Terms for Training Courses

## 1 General

1.1 The definitions applying in these standard contract terms ("Standard Contract Terms") and in contracts between the client and Xebia are:

- Xebia: the private limited company;
- Student: person taking part in a training course;
- Client: the other party to the contract;
- Training course: also denotes training, or a course, or an instructive meeting, where the content and the instructor are provided by Xebia.

## 2 Conclusion of contract

2.1 The client may register for a training course by letter, by e-mail or via the Internet.

2.2 By the act of registering the client agrees to these standard contract terms.

2.3 Contracts between the client and Xebia come into effect only if the client has received written confirmation from Xebia.

2.4 Arrangements made with employees or representatives and/or auxiliary persons of Xebia are binding on Xebia only if Xebia has given written confirmation to that effect.

## 3 Changes, cancellation

3.1 The client has the right to cancel the contract at any time, provided notice to that effect is given in writing.

3.2 The contract may be cancelled without obligation up to one month before the first day of the course begins. If the contract is cancelled between one month and two weeks before the first day of the course begins, the client will be charged a cancellation fee of 50% of the total cost. If the contract is cancelled less than two weeks before the first day of the course begins, the client will be charged the full course fee. If unable to attend in person the client may send a deputy.

3.3 Xebia has the right to suspend, relocate and/or cancel the training course if that is warranted by unforeseen circumstances, such as a shortage of course participants, oversubscription, or an instructor falling ill.

3.4 Xebia will inform the client of any changes in course dates as soon as possible. For two weeks after being told of a change the client has the right to cancel registration without charge, provided Xebia is given notice to that effect in writing.

## 4 Prices and fees

4.1 The fees published in our brochures or on [www.xebia.com](http://www.xebia.com) apply to all training courses offered by Xebia. All fees are exclusive of extra costs and value added tax (Dutch VAT). Unless otherwise indicated in writing, course fees include the cost of training material and any use of learning aids and accommodation, coffee and tea, and lunch where applicable.

4.2 Prices and fees are based on terms valid on the date the contract is concluded. Xebia reserves the right to adjust its prices in line with any later change in circumstances.

## **5 Billing and payment**

5.1 Course fees must be paid in advance. The client will receive an invoice for the amount due.

5.2 Unless specific terms apply, payment is due within 14 days of the invoice date. Payment must be made without right of setoff or postponement for any reason, unless the client has an offsettable counterclaim or grounds for postponement that has been established by arbitral decision or a court ruling.

5.3 If the invoiced sums are not paid within the agreed period, the client will be charged statutory interest over the unpaid amount, without previous notice of default being required. If the client still fails to pay after receiving a notice of default, the claim may be passed on for collection. In that case the client will be required to pay all extrajudicial and judicial collection costs as well as the total amount due. Extrajudicial costs are equivalent to 15% of the unpaid sum, with a minimum of EUR 125 (one hundred and twenty-five euros).

5.4 If the client has not paid the amounts due within the agreed period, Xebia will be entitled to refuse the student access to the training course, without prejudice to the client's obligation to pay the amounts due.

## **6 Intellectual and industrial property rights**

6.1 All intellectual or industrial property rights relating to equipment, software, training materials and/or documents rest exclusively with Xebia or its licensors. The client must not publicly disclose or reproduce any software, training material or documents provided, or make copies of these in any form. Image and/or sound reproduction of training courses is expressly forbidden.

## **7 Liability of Xebia**

7.1 Xebia disclaims all liability for loss arising from or connected with the fulfilment of its obligations as stipulated in the contract, other than loss caused by an intentional act or gross negligence on the part of Xebia. Xebia will not be liable to pay compensation for loss if a training course has to be interrupted, relocated and/or cancelled because of unforeseen circumstances set out in Article 3.3.

7.2 Xebia disclaims liability for loss arising from mutilation, delay, lack of clarity and/or other faults in communication between the client and Xebia due to the use of the Internet or any other medium of communication, unless such loss is caused by an intentional act or gross negligence on the part of Xebia.

## **8 Applicable law and jurisdiction**

8.1 Contracts between Xebia and the client are governed by Dutch law.

8.2 Any disputes between Xebia and the client arising from the standard contract, or from later agreements arising from the standard contract, will be settled by the court of competent jurisdiction in Amsterdam.